

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN

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MITCHELL D. ROPER, LIZA SIMON ROPER,  
ASHLEY ROPER, FAITH A. O'BRIEN,  
CHERI N. SIMON and MICHAEL J. SIMON

Plaintiffs,

Case No. 09-C-154

v.

OLD REPUBLIC INSURANCE COMPANY,  
ASSOCIATED ELECTRIC & GAS INSURANCE  
SERVICES LIMITED, RSUI INDEMNITY COMPANY,  
LIBERTY INSURANCE UNDERWRITERS, INC.,  
LEXINGTON INSURANCE UNDERWRITERS, INC.,  
LEXINGTON INSURANCE COMPANY a/k/a  
SOUTHERN RISK SPECIALISTS, INC., ARBY  
CONSTRUCTION, INC., ENERGY INSURANCE  
MUTUAL LIMITED, WISCONSIN PUBLIC SERVICE  
CORPORATION, ACUIITY, A MUTUAL INSURANCE  
COMPANY, PORTSIDE BUILDERS, INC., ACE  
AMERICAN INSURANCE COMPANY, FERRELLGAS,  
INC., FERRELLGAS OPERATING, LIMITED  
PARTNERSHIP a/k/a FERRELLGAS, L.P., GENERAL  
CASUALTY COMPANY OF WISCONSIN and CEDAR  
GROVE RESORT, INC.

Defendants.

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**ORDER**

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Upon the Stipulation of Dismissal of General Casualty Company of Wisconsin, and without  
objection of any other party to this action,

**IT IS HEREBY ORDERED:**

1. General Casualty Company of Wisconsin's ("General Casualty") Cross-Motion for  
Summary Judgment that it has no duty to indemnify Cedar Grove Resort, Inc. ("Cedar Grove") in  
this action is GRANTED;

2. General Casualty's Cross-Motion for Summary judgment is withdrawn with respect to its claims that it has no duty to defend in this action and for reimbursement of costs expended to defend Cedar Grove in this action;

3. Cedar Grove's Motion for Summary Judgment is withdrawn in its entirety;

4. There being no further claim any party to this action could assert against General Casualty, General Casualty is hereby dismissed on the merits without costs.

Dated this 4th day of November, 2009.

**BY THE COURT:**

s/ William C. Griesbach  
The Honorable William C. Griesbach  
U.S. District Judge